



Owner Operator Agreement

This AGREEMENT made and entered into this _____ day of _____, 2020, by and between Platinum Trails Incorporated, a Texas C-Corporation with it's principal place of business in Houston Texas, herein after referred to as "Sunset" and _____ doing business as _____, with a principal place of business at _____, County, herein referred to as Owner Operator.

WHEREAS, _____ has the equipment, personnel, trailers, trucks, and permits necessary for the purpose of the Contract, below and

WHEREAS, Sunset desires to contract with and engage Contractor as an Independent Contractor for the purpose set forth below.

1. **PURPOSE.** The purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts and commitments which may be hereafter negotiated between the parties subject to the Agreement, and _____ represents and warrants that he/she has the trucks (s) and equipment, and licenses and permits necessary to accomplish such purpose.
2. **RATE/PAYMENT.** Sunset agrees to pay (see term sheet addendum) for successful completion of the purpose of this agreement in accordance with contracts and rate schedules.
3. **LIABILITY AND CARGO INSURANCE.** _____, shall, at his/her cost and expense, obtain and maintain insurance that shall cover the risks of liability for injury or damage to persons or property, including cargo insurance, with such carriers and in such amounts as are reasonably acceptable to Sunset; and _____ shall supply Sunset a copy of such policy of insurance and endorsement there to, and at Sunset's request, Sunset shall be included as additional named insured, and subrogation against Sunset shall be waived.

4. INDEPENDENT CONTRACTOR. This agreement does not constitute and shall not be construed as constituting an employer/employee relationship between Sunset and _____. Sunset may have the right to direct the results, which are accomplished by _____ in fulfilling its duties and responsibilities hereunder. _____ agrees to obtain and maintain such worker's compensation insurance or alternate medical insurance, as may be required by law, and _____ will provide Sunset with satisfactory evidence of such insurance, and agrees and hold Sunset harmless from any claim that _____ should provide, or should have provided workers compensation insurance coverage or benefits because of the application of this Agreement, and terms of this paragraph are continuing in nature and shall survive the terms of this Agreement.
5. TERM. This Agreement shall be (for): Load _____, month-to-month or yearly, but may be sooner terminated by either party following the completion of any existing commitment.
6. INDEMNITY. _____ agrees to indemnify, defend, and hold Sunset harmless from any and all liabilities, which Sunset may incur as a result of any acts or failures to act, or negligence on part of _____ and this obligation on part of _____ is continuing and shall survive the expiration of the term of this Agreement.
7. LICENSES AND PERMITS. _____ shall, during the entire term of this Agreement, and any extensions thereof, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the operation of said equipment.
8. SAFE OPERATION. All equipment and machinery, which are subject to this agreement shall at all times be maintained, operated by _____ in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.
9. GOVERNING LAW. The laws of the State of Texas shall govern the interpretation and construction of the Agreement.
10. MISCELLANEOUS.
 - a.) This contract is not exclusive and is understood that _____ may perform as stated above for multiple third parties, and for the general public.
 - b.) _____ is not required to perform on Sunset's premises.
 - c.) _____ will hire and provide and supervise and pay its assistants and any personnel required to perform the purposes of this Agreement.
 - d.) Sunset does not guarantee _____ a profit, and all consideration for this Agreement as provided at paragraph 2 above.

11. ADDITIONAL REQUIREMENTS.

- a.) Must call every 5 and 14 hours and return calls within the hour, if Owner Operator fails to report or return call there is a \$50.00 no response fee.
- b.) Must check in at every load (Loaded and Unloaded)
- c.) Must submit paper work at the end of each load.
- d.) Must take all mandatory FMCSA precaution rules and guidelines.
- e.) Must get signed BOL's-no sloppy or eligible BOL's within 24 hrs. of delivery.
- f.) Must maintain equipment.

Vehicle Information

Unit	Make	Year	VIN
_____	_____	_____	_____

_____ agrees to use drivers who are qualified under safety regulations 49 CFRSECS 391.63 and 391.65 (1K2). Notify Sunset of drivers that are being uses intermittently. IN WITNESSETH WHEREOF the parties have hereto subscribed by through their duly authorized representative, the day and year first above written:

Effective date:_____

Termination date:_____

OWNER OPERATOR: PRINT NAME:_____

Signature:_____

Platinum Trails Incorporated d/b/a/ Sunset Transportation
(x)_____

49 CFR Part 382

Platinum Trails Incorporated d/b/a Sunset Transportation, EIN 82-1592732, DOT 1389237